

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE DEPARTMENT OF CHILDREN AND FAMILIES
AND
THE UNIVERSITY OF CONNECTICUT HEALTH CENTER
ADOPTION ASSISTANCE PROGRAM

The Department of Children and Families (DCF) is entering into this Agreement with the University of Connecticut Health Center (UCHC) to continue providing the Adoption Assistance Program which supports adoptive and subsidized adoptive families and subsidized guardianship families in the following ways:

- a. functioning as the gatekeeper/manager of the DCF PPSP post- adoption services;
- b. organizing and sustaining the Adoption Community Network;
- c. providing community and marketing outreach activities;
- d. attending and providing adoption and foster care support groups;
- e. providing adoption training to include DCF staff, educators, private child placing agencies; and families,
- f. providing referrals to families in need of services; and
- g. providing and/or facilitating clinical interventions for adoptive and subsidized guardianship families including; assessment, brief counseling, and case management activities.

1. Term of Agreement

This Agreement shall begin on July 1, 2012 and it shall remain in effect through June 30, 2015. A decision whether to renew the Agreement beyond June 30, 2015 shall be made by both parties prior to January 1, 2015. This Agreement supersedes any previous Agreements for this program.

2. Service Description

Adoption Assistance Program (AAP)

The UCHC, through the AAP, shall provide assessment, brief counseling, case management, and if appropriate referrals for adoptive and subsidized guardianship families. The AAP shall also conduct post -adoption outreach for families to inform them of the availability of services to address adoptive and subsidized guardianship families' concerns. Families may be referred by the AAP for therapeutic services as covered by their insurance or supported by the flexible funds within this Agreement for uninsured services. However, the flexible funds shall only be used for eligible services described in the "Covered Services Matrix by Eligibility Category" document herein and referred to as Attachment A, and only when there is no other payer identified. The AAP may also make referrals for therapeutic services tailored to adoptive and subsidized guardianship families. Flexible funding and therapeutic services shall be tracked and reported on Attachment B, which is a list of individual service transactions for the flexible funding and therapeutic services form.

If ongoing treatment is necessary, UCHC through the AAP, may refer the family to the DCF Adoption Subsidy Unit for review and possible approval and funding. In the event a child's behavioral health needs are extreme, then the AAP shall help the family access DCF's Voluntary Services Program.

The UCHC, through AAP, will also be responsible for contact and collaboration with all existing foster care/adoption support groups. UCHC shall present services as made available by the AAP to these support groups and will be available for ongoing consultation to these support groups. The AAP will work with the DCF Adoption Resource Exchange and will share information regarding the AAP not less than six times annually at support events, etc, across the state.

Gatekeeper/Manager of the DCF - Permanency Placement Services Program (PPSP)

The UCHC, through the AAP shall refer families, as appropriate, to approved PPSP providers for post -adoption support services. DCF shall remain financially responsible for the cost of PPSP services and the processing of payments directly to these providers. The AAP will provide training to develop adoption-competent PPSP service providers. Training will be developed specific to the needs of the PPSP providers to further develop their adoption-competent services to adoptive families and children. The AAP shall provide these training opportunities minimally six times throughout the fiscal year.

Adoption Community Network

The UCHC, through AAP, will be responsible for organizing and sustaining an "Adoption Community Network" in Connecticut to include; an adoption web site, ongoing meetings of adoptive families, professionals, and others interested in adoption, and the sponsorship of adoption-related workshops or trainings. The web site will receive ongoing maintenance by the AAP.

Connection to Resources:

The UCHC, through AAP, will provide linkages to community-based services for adoptive and guardianship parents and their children. Additional connections will be developed and promoted by the AAP Community Case Managers. The AAP will continue updating and maintaining the Adoption Community Network web site as an on line resource directory of supports, education, and related resources for adoptive/guardianship families and service providers.

Community Outreach:

The AAP will provide outreach to the communities in Connecticut. The goal is to build awareness of the program and its availability to DCF adoptive families and subsidized guardians. The AAP in conjunction with Connecticut adoption services providers will continue to establish a presence in the communities by the individual work of the AAP Community Case Managers. This will be by direct contact with agencies and the DCF Area Offices and other community events, appropriate publications, and related activities and correspondence.

Competency Building:

The AAP, as a part of its community outreach, will work with local Child Guidance Clinics, private adoption mental health providers by meeting and offering training to staff to build adoption competencies in the agencies' direct service staff. The goal is to increase the number of knowledgeable and adoption trained clinical staff that allow adoptive families to access appropriate Title XIX service providers. In building capable and competent clinical resources, families will be able to access services within their communities.

The AAP will continue to provide outreach and training to school systems across Connecticut. Goals of this work include; having educators understand a foster/adopted child's trauma history and its impact on learning and to give educators the tools they need to modify current curricula to promote inclusion of a foster/adoptive child's life experiences, thus optimizing learning opportunities for children. By creating this awareness, teachers and school staff will be able to modify current curriculum that will allow foster/adoptive children being parented by foster/adoptive and other nontraditional families to appropriately focus on their education.

Position Responsibilities

Assistant Program Director	% of Time
1. Oversight of daily operation of the Adoption Assistance Program (AAP). Respond to all inquiries for assistance from both families and other agencies within a 24 hour time frame. Provide direct post-finalization services including assessment, brief counseling, referral services, and case management to families that present through the program. Maintain active caseload of 20-40 families. Assure compliance with DCF contract terms.	45%
2. Provide direct supervision of two (2) LCSW program staff	20%
3. Provide indirect supervision of three to four (3-4) community-based case management contract staff including bi-weekly peer supervision support.	10%
4. Conduct community outreach to outside agencies, DCF permanency staff, child guidance clinics, parent groups, school systems and mental health providers to increase visibility and program awareness.	10%
5. Oversight of a program budget of \$795,000.00 for fiscal years 2011-2012 and 2012-2013 Prepare quarterly and annual statistical reports on program utilization. Oversight of evaluation component of program to measure quality of program services and to provide ongoing assessment of the needs of Connecticut families.	5%
6. Participate with primary adoption groups in Connecticut (DCF, CAFAP, Casey Family Services, Connecticut Council on Adoption, the Adoption Community Network, and Connecticut's Post-Master's Certificate Program) to establish and promote best practice and support development of adoption competency in professional staff serving adoptive families.	5%
7. Oversight of the continued development of an Adoption Community Network to link all public and private adoption resources, provide advocacy at the legislative level, and support adoption education in Connecticut.	5%

AAP Social Worker/PPSP Coordinator	% of Time
1. Respond to all inquiries for assistance from both families and other agencies within a 24 hour time frame. Provide direct post-finalization services including assessment, brief counseling, referral services, and case management to families that present through the program. Maintain active caseload of 20-40 families.	40%
2. Manage post-finalization services through the Permanency Placement Services Program, including assessing eligibility and appropriateness of referrals to the program, agency referral, review and approval of invoices, monitor services provided, provide case consultation support to PPSP staff, and provide ongoing training opportunities to increase professional competency.	30%
3. Develop and maintain quality assurance measures for the PPSP component of AAP. Prepare quarterly and annual statistical reports on program utilization.	10%
4. Conduct community outreach to outside agencies (DCF permanency staff, child guidance clinics, etc), parent groups, and mental health providers to increase visibility and program awareness.	10%
5. Participate with primary adoption groups in Connecticut (DCF, CAFAP, Casey Family Services, Connecticut Council on Adoption, Adoption Community Network) to establish and promote best practice and support development of adoption competency in professional staff serving adoptive families.	10%

AAP Social Worker	% of Time
1. Respond to all inquiries for assistance from both families and other agencies within a 24 hour time frame. Provide direct post-finalization services including assessment, brief counseling, referral services and case management to families that present through the program. Maintain active caseload of 20-40 families.	40%
2. Organization and management of the Adoption Community Network linking public and private adoption resources, provide advocacy at the legislative level, and provide support and education through training and support groups. Convene and facilitate annual meetings, maintain the ACN website by performing weekly maintenance of the statewide calendar of events, support group listings, and relevant links. Facilitate recommended enhancements to the ACN website and provide interface with UCHC web support personnel.	25%
4. Conduct community outreach to outside agencies (DCF permanency staff, child guidance clinics, etc.), parent groups, and mental health providers to increase visibility and program awareness.	10%
3. Participate with primary adoption groups in Connecticut (DCF, CAFAP, Casey Family Services, Connecticut Council on Adoption, and the Post Master's Certificate Program) to establish and promote best practice and support development of adoption competency in professional staff serving adoptive families and families with subsidized guardianships.	10%
5. Prepare quarterly and annual statistical reports on program utilization for funding source.	5%
6. Maintain statistical information for research component of program evaluation.	5%
7. Manage and approve flexible fund/therapeutic fund requests. With purchasing, obtain and oversee contracts with community providers and services.	5%

AAP Community Case Manager (0.5 FTE)		% of Time
4.	Accept, and respond to, referrals of clients from AAP staff within 48 hour time frame. Provide direct post-placement services including assessment, brief counseling, and case management. Maintain active caseload of 7-15 families. Attend bi-weekly case consultation meetings at the UConn Health Center location.	70%
5.	Increase community awareness about the needs of adoptive families and families with legal guardianship by performing activities including, but not limited to, meeting with community providers of services	10%
6.	Develop community-based resources to meet the needs of adoptive families and children by performing activities including, but not limited to, identifying and developing a directory of adoption competent community providers and notifying community providers of educational offerings (conferences, trainings, etc) on adoption relevant topics.	10%
7.	Market the AAP by performing activities including, but not limited to, meeting with DCF Area Offices, private agencies, and service providers to promote AAP services, and provide informational presentations at events attended by adoptive families (e.g. support groups).	10%

Program Evaluation

The UCHC shall submit quarterly progress reports on the following:

- a) Number of intakes by type (adoption or subsidized guardianship);
- b) Number of families referred to PPSP services and number engaged in PPSP services;
- c) Number of community and marketing outreach activities, number of individuals in attendance;
- d) Number of "While You Wait" event presentations and number of attendees;
- e) Number of foster care support group presentations;
- f) Number of trainings and number of attendees;
- g) Number of referrals to families in need of services and type of service
- h) Primary issues of families/children;
- i) Status of the Adoption Community Network (ACN);
- j) Progress reports on the status of the Adoption Community Network;
- k) Expenditure report by budget line, which includes quarterly and year to date expenditures;
- l) Demographic data regarding clients served;
- m) Flexible funds and therapeutic services detail activity listing (Attachment B); and
- n) Expenditure report by budget line, which includes quarterly and year-to-date expenditures.

For program evaluation, UCHC through the AAP shall collect demographic data on all clients served and will minimally include the eligibility categories (DCF adoption, relative with legal guardianship, private adoption, and DCF children that were adopted who are now 18 or older). Client satisfaction with the program will be continuously measured by client satisfaction surveys and random surveys regarding specific services. The data in the surveys collected will be compiled and an analysis will be included in the quarterly reports.

The due dates for reports are:

- October 31 for the 1st quarter
- January 31 for the 2nd quarter
- April 30 for the 3rd quarter
- August 1 for 4th quarter

3. Client Confidentiality

UCHC shall comply with the HIPAA confidentiality provisions as specified in Attachment C incorporated by reference into this Agreement.

4. Transfer of Funds

Transfer of funds for the period July 1, 2012 through June 30, 2015 shall occur quarterly, or as needed, through transfer invoices submitted to DCF by UCHC in conjunction with quarterly program and expenditure reporting. Within ten (10) business days of acceptance of said reporting and transfer invoice, DCF shall issue payment to UCHC, net of any unspent funds retained from a prior year, unless otherwise approved in writing by DCF. DCF reserves the right to adjust the payments due to non-use of funds paid to UCHC as shown on expenditure report submissions.

It is agreed that DCF has approved an annual budget of up to \$795,000 per State Fiscal year (see attachment D). This funding may be a combination of state and federal funding. In the event federal funds are provided, DCF shall inform UCHC of the amount being transferred from federal sources, and from which federal source, for the purpose of tracking these funds separately. Any federal funds issued shall not be used to support staff positions or fringe benefit costs associated with positions in the program. All fringe benefits for program staff shall be provided by state general funds pass-through.

Budget Revision Consideration - If there are unexpended funds from other sections of the budget, UCHC may request advance approval from DCF for allowance to use said funds for therapeutic services. No unexpended funds shall be used for other purposes without prior DCF approval.

5. Modification

The parties shall agree only in writing to any additional or modified terms or conditions to this Agreement.

6. Cancellation

This Agreement maybe cancelled by written mutual agreement of both parties. Either party may terminate this Agreement with ninety (90) days written notice to the other party.

7. Signatures of Authorization and Approval

Date Signature	Date Signature
9/24/12 Joette Katz Commissioner The Department of Children and Families	5.16.12 DANA CARROLL DIRECTOR OFFICE OF RESEARCH AND SPONSORED PROGRAMS

Attachment A - AAP Covered Services Matrix by Eligibility Category

Service Category **	Adoption	Relatives w/Legal Guardianship	Private Adoption	CT Adoptions Residing in Other States	DCF Children who were adopted and are 18 or older
Tutoring Education Consultation & Educational Services	Y	Y	N	N	N
Emergency Food, Furniture, Utilities, Rent Deposit, Clothing	Y	Y	N	N	N
Uninsured, Mental/Family Therapy	Y	Y	Y	Y	Y
Respite & Behavioralist	Y	Y	N*	N*	N
Memberships (i.e. YMCA or Boys & Girls Club)	Y	Y	N	N	N
Intensive in-home therapy	Y	Y	N*	N*	N
Uninsured Medical & Dental	Contact DCF Subsidy Unit in advance of referring anyone for this service	N	N	N	N

*If the flexible fund pool had a surplus, the Department may consider extending these services to this population. AAP shall submit a request identifying the approximate surplus to DCF for approval.

**If AAP identifies a need that is not identified in the matrix, the AAP will solicit approval from the DCF Commissioner or her designee prior to making a referral for the services.

[illegible]

HIPAA BUSINESS ASSOCIATE AGREEMENT - Attachment C

UCHC is required to safeguard the use, publication and disclosure of information on all applicants for, and all clients who receive, services under the contract in accordance “with all applicable federal and state law regarding confidentiality, which includes but is not limited to the requirements of the HIPAA, more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E.

DCF is a “covered entity” as that term is defined in 45 C.F.R. § 160.103.

UCHC, on behalf of DCF, performs functions that involve the use or disclosure of “individually identifiable health information,” as that term is defined in 45 C.F.R. § 160.103.

UCHC is a “business associate” of DCF, as that term is defined in 45 C.F.R. § 160.103.

UCHC and DCF agree to the following in order to secure compliance with the Health Insurance Portability and Privacy Act of 1996 (“HIPAA”), more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E:

I. Definitions

- A. Business Associate. “Business Associate” shall mean UCHC.
- B. Covered Entity. “Covered Entity” shall mean DCF.
- C. Designated Record Set. “Designated Record Set” shall have the same meaning as the term “designated record set” in 45 C.F.R. § 164.501.
- D. Individual. “Individual” shall have the same meaning as the term “individual” in 45 C.F.R. 164.501 and shall include a person who qualifies as a personal representative as defined in 45 C.F.R. § 164.502(g).
- E. Privacy Rule. “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and parts 164, subparts A and E.
- F. Protected Health Information. “Protected Health Information” or “PHI” shall have the same meaning as the term “protected health information” in 45 C.F.R. § 164.501, limited to information created or received by the Business Associate from or on behalf of the Covered Entity.
- G. Required by Law. “Required by Law” shall have the same meaning as the term “required by law” in 45 C.F.R. § 164.501.
- H. Secretary. “Secretary” shall mean the Secretary of the Department of Health and Human Services or his designee.

- I. More Stringent. "More stringent" shall have the same meaning as the term "more stringent" in 45 C.F.R. § 160.103.
- J. Section of MOA. "This Section of the MOA" refers to the HIPAA Provisions stated herein, in their entirety.
- K. Security Incident. "Security Incident" shall have the same meaning as the term "security incident" in 45 C.F.R. § 164.304.
- L. Security Rule. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. part 160 and part 164, subparts A and C.

II. Obligations and Activities of Business Associate

- A. Business Associate agrees not to use or disclose PHI other than as permitted or required by this Section of the MOA or as Required by Law
- B. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for in this Section of the MOA.
- C. Business Associate agrees to use administrative, physical and technical safeguards as described in the Security Rule that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic protected health information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
- D. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by Business Associate in violation of this Section of the MOA.
- E. Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Section of the MOA or any security incident of which it becomes aware.
- F. Business Associate agrees to insure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate, on behalf of the Covered Entity, agrees to the same restrictions and conditions that apply through this Section of the MOA to Business Associate with respect to such information.
- G. Business Associate agrees to provide access, at the request of the Covered Entity, and in the time and manner agreed to by the parties, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524.

- H. Business Associate agrees to make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of the Covered Entity, and in the time and manner agreed to by the parties.
- I. Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by, Business Associate on behalf of Covered Entity, available to Covered Entity or to the Secretary in a time and manner agreed to by the parties or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- J. Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.
- K. Business Associate agrees to provide to Covered Entity, in a time and manner agreed to by the parties, information collected in accordance with paragraph I of this Section of the MOA, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.
- L. Business Associate agrees to comply with any state law that is more stringent than the Privacy Rule.

III. Permitted Uses and Disclosures by Business Associate

- A. General Use and Disclosure Provisions: Except as otherwise limited in this Section of the Contract, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this MOA, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.
- B. Specific Use and Disclosure Provisions:
 - 1. Except as otherwise limited in this Section of the MOA, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
 - 2. Except as otherwise limited in this Section of the MOA, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further

3. disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
4. Except as otherwise limited in this Section of the MOA, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. § 154.514(e)(2)(i)(B).

IV. Obligations of Covered Entity

- A. Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity, in accordance with 45 C.F.R. 164.520, or to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- B. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- C. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

V. Permissible Requests by Covered Entity

Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity, except that Business Associate may use and disclose PHI for data aggregation, and management and administrative activities of Business Associate, as permitted under this Section of the MOA.

ATTACHMENT D DCF Adoption Assistance Program FY13-15				
		FY 13 (NO COLA)	FY 14 (NO COLA)	FY15 with COLA
Personnel (salary only)				
Kathy McDermott Admin Director	0.05	4,747	4,747	4,889
Heidi Voisine Admin-Fiscal	0.50	29,432	29,432	30,315
Liz Robinson - Director	0.25	23,032	23,032	23,723
Allyson Powell, LCSW Asst Director	1.00	65,894	65,894	67,871
Susan Gervais, LCSW AAP Social Worker/ PPSP Coordinator	1.00	60,153	60,153	61,958
Joselyn Benoit LCSW AAP Social Worker	1.00	58,302	58,302	60,051
Projected APAll (50% time)	0.50	23,382	23,382	24,083
subtotal	4.30	264,941	264,941	272,890
Operating Expenses				
Purchased services				
Telephone, computer maintenance		3,000	3,000	3,000
Website and materials development/maintenance (Adoption Community Network)		-	-	-
Program/educational materials: books, brochures, fliers		4,500	4,500	4,000
Instate mileage		5,000	5,000	4,500
Training, Educational Programs and Staff Development		21,000	21,000	17,000
Postage		89	89	89
Photocopying, printing, slides, etc		3,791	3,791	3,750
subtotal		37,380	37,380	29,339
Supplies and Minor Equipment		-	-	-
Office Supplies		1,000	1,000	1,000
Equipment (PC, laptop)		2,000	2,000	2,000
subtotal		3,000	3,000	3,000
Subtotal Base Program		305,321	305,321	305,229
INDIRECT @25% of Base Program Costs		76,330	76,330	76,307
Total Base Program		381,652	381,652	381,536
Community Agency Contracts				
(50% FTE employed by community agency)				
4 @ \$50000				
		200,000	200,000	200,000
Therapeutic Services to Families				
		158,348	158,348	158,464
Flex Funds				
		55,000	55,000	55,000
GRAND TOTAL		795,000	795,000	795,000